

# OFFEROR SUBMISSION PACKAGE

**SOLICITATION: SP0600-02-R-0058**

**PROGRAM NUMBER: 6.1**

**PERFORMANCE PERIOD: JANUARY 1, 2003 THROUGH DECEMBER 31, 2007**

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER

BY

**May 21, 2002 @ 1500 HOURS LOCAL TIME**

## **INSTRUCTIONS:**

1. **Two (2)** copies of this offeror submission package must be returned to this office as your offer. All documents to be completed and returned are contained in this Offeror Submission Package.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission, initialing any changes.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1 21 PAGE	
2. CONTRACT NO.		3. SOLICITATION NO. <div style="text-align: center;">SP0600-02-R-0058</div>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <div style="text-align: center;">22 MAR 2002</div>	
7. ISSUED BY DEFENSE ENERGY SUPPORT CENTER P.P. 6.1 CODE SC0600 8725 JOHN J. KINGMAN ROAD, SUITE 4950 BUYER/SYMBOL: Laura MCCants/DESC-FPA PHONE: (703) 767-9335 FAX: (703) 767-8506				6. REQUISITION/PURCHASE NO. <div style="text-align: center;">SP0600-02-0322</div>			
				8. ADDRESS OFFER TO (If other than Item 7) ATTN: BID CUSTODIAN, DESC-CPC, ROOM 3815 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 FAX: 703-767-8506			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-CPC, ROOM 3815 until 3:00 P.M. local time 21 MAY 2002  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME <div style="text-align: center;">LAURA MCCANTS/lmccants@desc.mil</div>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <div style="text-align: center;">(703)767-9335</div>
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<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 225 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 10 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				28. AWARD DATE	
				(Signature of Contracting Officer)	

**IMPORTANT** - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

**STANDARD FORM 33** (Rev. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

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The services to be furnished during the period specified herein and the unit prices are as follows:

**FIVE YEAR CONTRACT PERIOD (FIXED PRICE):****B35 SERVICES TO BE FURNISHED AND PRICES**

Contract Line Item Number	Services	Point Loma	Norwalk	Ozol	San Pedro	Moffett
0001	Develop a Detailed Work Plan IAW Task 1 of the SOW.					
0001A	Lump Sum Price for Work Plan	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0001B	Unit Price per Hour in Excess of Those Included in Lump Sum	\$ _____	\$ _____	\$ _____	\$ _____ +	\$ _____
0002	Conduct Soil/Gas Survey IAW Task 2 of SOW					
0002A	Price per Unit (10 points/unit) - 4 Foot Depth	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0002B	Price per Unit (10 points/unit) - 14 Foot Depth	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0002C	Soil/Gas Survey Mobilization Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0003	Conduct Geophysical Survey IAW Task3 of SOW.					
0003A	Price per Unit (10,000 linear feet) to Include 5 Copies of a Report of Findings.	\$ _____	\$ _____	_____	\$ _____	\$ _____
0004	Locate, Install and Sample Soil Borings IAW Task 4 of the SOW					
0004A	Price per Boring up to 5 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004B	Cost per Foot From 6 to 20 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004C	Cost per Foot From 21 to 60 Feet.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004D	Cost per Foot From 61 to 150 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004E	Mobilization Cost for Soil Borings	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005	Locate, Install and Sample Monitoring Wells IAW Task 5 of SOW					
0005A	Price per 2" Well up to 10 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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0005B	Cost per Foot of 2" Well From 11 to 20 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005C	Cost per Foot of 2" Well From 21 to 60 Feet.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005D	Cost per Foot of 2" Well From 61 to 150 Feet.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005E	Price per 4" Well up to 10 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005F	Cost per Foot of 4" Well From 11 to 20 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005G	Cost per Foot of 4" Well From 21 to 60 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005H	Cost per Foot of 4" Well From 61 to 150 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005I	Cost per Foot to Close/Abandon 2" dia. Well	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005J	Cost per Foot to Close/Abandon 4" dia. Well	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005K	Mobilization Cost for Monitoring Wells	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006	Conduct Direct Push Testing IAW Task 6 of the SOW.					
0006A	Cost per Unit of DPT (5 bores per unit)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006B	Mobilization Cost for Direct Push Testing.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007	Conduct Analytical Testing, Cost per Test for the Following Procedures:					
0007A	418.1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007B	8010	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007C	8015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007D	8020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007E	8021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007F	8040	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007G	8080	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007H	8120	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007I	8150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007J	8240	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007K	8250	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007L	8260	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007M	8270	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007N	8310	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007O	601	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007P	602	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007Q	604	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007R	608	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007S	610	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007T	612	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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0007U	615	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007V	624	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007W	625	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007X	TCLP Metals (Arsenic, Barium, Cadmium, Lead, Mercury, Selenium, Silver)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007Y	9045	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007Z	1010/1020	\$ _____	\$ _____	\$ _____	\$ _____	_____
0008	Performing Monitoring Well Survey IAW TASK 8 of the SOW (10 Wells/Unit)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009	Install and Maintain Recovery Well IAW Task 9 of the SOW					
0009A	Price per 6" Recovery Well up to 10 Feet Deep (including water table depression and free product recovery pump)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009B	Cost per Foot of 6" Recovery Well From 11 to 20 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009C	Cost per Foot of 6" Recovery Well From 21 to 60 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009D	Cost per Foot of 6" Recovery Well From 61 to 120 Feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009E	Mobilization Cost for 6" Recovery Well.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009F	Monthly Price for Operation and Maintenance of 6" Recovery Well and Pump System.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009G	Cost of Installing Water Table Depression and Free Product Recovery Pump System on a 4" Monitoring Well.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009H	Mobilization Cost for 4" Recovery Pump System.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009I	Monthly Price for Operation and Maintenance of 4" Recovery Well	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0010	Install and Maintain Recovery Trench System IAW Task 10 of the SOW					
0010A	Lump Sum Price per Unit of Recovery Trench System, Including Free Product Recovery and Water Table Depression Pump.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0010B	Mobilization Cost for Trench Construction and Recovery Pump System Installation.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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0010C	Monthly Cost for Operation and Maintenance of RecoveryTrench System.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0011	Lump Sum Price to Conduct Pump Test IAW Task 11 of the SOW	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012	Perform remediation feasibility tests and studies IAW Task 12 of the SOW.					
0012A	<u>Vapor Extraction System</u>					
0012AA	Lump Sum Price for Feasibility Study and Pilot Test	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012AB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012B	<u>Bioremediation System</u>					
0012BA	Lump Sum Price for Feasibility Study	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012BB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012C	<u>Air Stripper</u>					
0012CA	Lump Sum Price for Pilot Test	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012CB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012D	<u>Liquid Phase Carbon Adsorption System</u>					
0012DA	Lump Sum Price for System Development.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012DB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012E	<u>Bioventing</u>					
0012EA	Lump Sum Price for Pilot Test	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012EB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012F	<u>Air Sparging</u>					
0012FA	Lump Sum Price for Pilot Test	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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0012FB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012G	<u>Steam Injection</u>					
0012GA	Lump Sum Price for System Evaluation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012GB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012H	<u>Bioslurping</u>					
0012HA	Lump Sum Price for Pilot Test	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012HB	Price per Hour for Development of System Documentation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0013	Operation and Maintenance IAW Task 13 of the SOW					
0013A	Norwalk O&M Price per Month	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0013B	Ozol O&M Price per Month	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0013C	San Pedro O&M Price per Month	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0014	Monitoring and Reporting IAW Task 14 of the SOW					
0014A	Norwalk Annual Monitoring/Reporting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0014B	Ozol Annual Monitoring/Reporting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0014C	San Pedro Annual Monitoring/Reporting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0015	Provide a Report of Findings IAW Task 15 of the SOW					
0015A	Lump Sum Price for Report Preparation, Duplication, and Distribution	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0015B	Unit Price per Hour in Excess of Those Included in Lump Sum.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016	Miscellaneous Services IAW Task 16 of the SOW.					
0016A	Project Manager Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016B	Engineer I Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



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0016C	Engineer II Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016D	Engineer III Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016E	Chemist Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016F	Environmental Scientist I Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016G	Environmental Scientist II Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016H	Environmental Scientist III Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016I	Geologist I Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016J	Geologist II Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016K	Geologist III Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016L	Hydrogeologist I Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016M	Hydrogeologist II Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016N	Hydrogeologist III Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016O	Toxicologist I Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016P	Toxicologist II Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016Q	Toxicologist III Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016R	Drafter Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016S	Traffic Control Engineer per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016T	Cost Accountant Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016U	Secretary Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016V	Site Labor Foreman Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016W	Remediation System Operator Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016X	Heavy Equipment Operator Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016Y	Laborer Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016Z	Drill Rig Operator Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AA	Engineering Technician Price per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AB	Utility Truck Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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0016AC	02/Explosimeter Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AD	Sampling Pump Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AE	Flame Ionization OCA Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AF	Air Velocity Meter Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AG	Field GC Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AH	Furnish and Fill with Soil or Water DOT Approved 55 gal Drum, Price per Drum	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AI	Shipping of Soil and Water Samples for Analytical Testing Price per 25lb Shipping Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AJ	Disposable Bailers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AK	500 CFM Thermal Oxidizer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AL	Tedlar Bags Price per Dozen	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AM	Pickup Truck (1/2 ton) Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AN	1 CY Backhoe Loader Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AO	1 1/2 CY Hydraulic Excavator Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AP	Drill Rig Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AQ	Dewatering Pump (150 GPM) Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AR	Air Compressor (7 cfm) Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AS	Generator (4000 watt) Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AT	CAD Equipment Use Charge Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016AU	Photoionization Detector Price per Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0017	OtherDirect Costs for Cost Reimbursable Services, Materials, or Supplies (Percent Mark-up for Overhead and Profit)	_____ %	_____ %	_____ %	_____ %	_____ %

(DESC 52.207-9F95)

**SECTION G CONTRACT ADMINISTRATION****G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)****(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

**(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the

Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

**G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

**(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

**(d) SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

**(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

#### **G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-38)

**SECTION H SPECIAL CONTRACT REQUIREMENTS****H9 KEY PERSONNEL (DESC AUG 1991)**

(a) The Contractor shall assign to this contract the following key personnel:

(Insert employee's name and title/position.)

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(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by (c) below. After the initial 120 calendar day period, the Contractor shall submit the information required by (c) below to the Contracting Officer at least 30 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 30 calendar days after receipt of all required information of the decision on substitutions.

(DESC 52.216-9F80)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

**K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (FAR 52.222-25)

**K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **493110**.

(2) The small business size standard is \$18.5 million.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) **REPRESENTATIONS.**

(1) The offeror represents as part of its offer that it--

☐ is,

☐ is not

a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is,

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is,

☐ is not

a women-owned small business concern.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it--

☐ is

☐ is not

a veteran-owned small business concern.

(5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it--

- ☐ is  
☐ is not

a service-disabled veteran-owned small business concern.

(6) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

- (i) It--  
☐ is  
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

- (ii) It--  
☐ is  
☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____	_____
_____	_____
_____	_____
_____	_____

**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

(7) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) **DEFINITIONS.** As used in this provision--



(1) **Service-disabled veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) **Veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) **NOTICE.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

#### **K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

(1) Company name;

(2) Company address;

(3) Company telephone number;

(4) Line of business;

(5) Chief executive officer/key manager;

(6) Date the company was started;

(7) Number of people employed by the company; and

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

**K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)****NOTE: This notice does not apply to small businesses or foreign governments.****This notice is in three parts, identified by Roman numerals I through III.**

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed:  
\_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4).

Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## **III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

## **K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

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(DESC 52.215-9F28)

**K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) **DEFINITION. Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it [ ] is, [ ] is not a women-owned business concern.  
(FAR 52.204-5)

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**K88 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) **DEFINITIONS.**

**Common parent**, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN)**, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

**Name:** \_\_\_\_\_

**TIN:** \_\_\_\_\_

(FAR 52.204-3)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) ☐ are,

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

**[This paragraph (B) language is stayed indefinitely. Please use paragraph (D) below.]**

(B) ☐ have,

☐ have not

within **the** three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;



**[This paragraph (C) language is stayed indefinitely. Please use paragraph (E) below.]**

- (C) ☐ are,  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (D) ☐ have,  
☐ have not

***within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;***

- (E) ☐ are,  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

**[This subparagraph (a)(1)(ii) is stayed indefinitely.]**

(ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—

- ☐ has,  
☐ has not

***within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—***

- (a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or  
 (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or  
 (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.  
 (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

- ☐ has,  
☐ has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of

the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

**K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)